

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

01-0818  
053094

## I. PARTIES

### A. Address

This **AGREEMENT FOR THE PURCHASE OF EQUIPMENT AND LICENSES OF THE POLICE AND FIRE CAD SYSTEM AND FIRE RMS/MIS SYSTEMS SOFTWARE AND HARDWARE AND PROVISION OF SERVICES AND MAINTENANCE** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation, and **PRC PUBLIC SECTOR, INC.** ("Contractor" or "PSI"), a Delaware corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

#### City

Office of the Mayor  
or Designee  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

#### Contractor

PRC Public Sector, Inc.  
1500 PRC Drive  
McLean, Virginia 22102

The Parties agree as follows:



B. Table of Contents

This Agreement consists of the following sections:

TABLE OF CONTENTS

	<u>Page No.</u>
<b>I. PARTIES.....</b>	<b>1</b>
A. Address.....	1
B. Table of Contents .....	2
C. Parts Incorporated.....	4
D. Order of Precedence .....	4
E. Signatures .....	5
<b>II. DEFINITIONS.....</b>	<b>6</b>
<b>III. DUTIES OF PSI .....</b>	<b>8</b>
A. Basic Services .....	8
B. Coordinate Performance .....	8
C. Time of Performance .....	8
D. Correspondence Procedures .....	8
E. Contract Representative.....	9
F. Standard of Performance .....	9
G. Additions and Deletions.....	9
H. Acceptance .....	10
I. License.....	10
J. <b>HARDWARE WARRANTY AND REMEDIES</b> .....	<b>11</b>
K. Maintenance .....	12
L. Confidentiality - Protection of City's Interest .....	12
M. Computer Program Source Code.....	12
N. PSI Personnel .....	12
O. Licenses .....	13
P. Security and Privacy.....	13
Q. <b>RELEASE AND INDEMNIFICATION</b> <b>PATENT, COPYRIGHT, TRADEMARK, AND</b> <b>TRADE SECRET INFRINGEMENT.....</b>	<b>13</b>
R. <b>SUBCONTRACTOR'S INDEMNITY</b> .....	<b>13</b>
S. <b>INDEMNIFICATION PROCEDURES.....</b>	<b>14</b>
T. Payment of Subcontractors .....	14
U. Insurance .....	15
V. Compliance with Laws .....	15
W. Compliance with Equal Opportunity Ordinance.....	15
X. MWBE Compliance .....	15
Y. Drug Abuse Detection and Deterrence .....	16



<b>IV. DUTIES OF CITY.....</b>	<b>17</b>
A. Payment Terms .....	17
B. Taxes.....	17
C. Disputed Payments.....	17
D. Limit of Appropriation.....	17
E. Changes.....	18
F. Facilities .....	20
G. Access to Installation Site.....	20
<b>V. TERM AND TERMINATION .....</b>	<b>20</b>
A. Contract Term.....	20
B. Termination for Convenience by City .....	20
C. Termination for Cause .....	21
D. Termination for Cause by PSI.....	21
<b>VI. MISCELLANEOUS.....</b>	<b>21</b>
A. Independent Contractor.....	21
B. Captions .....	22
C. Non-Waiver .....	22
D. Force Majeure .....	22
E. Covenant Against Contingent Fees .....	22
F. Severability .....	23
G. Entire Agreement.....	23
H. Written Amendment .....	23
I. Applicable Laws .....	23
J. Limitation of Liability .....	23
K. Notices .....	23
L. Title and Risk of Loss .....	24
M. Successors and Assigns.....	24
N. Business Structure and Assignment.....	24
O. Enforcement .....	24
P. Ambiguities.....	24
Q. Survival.....	24
R. Parties in Interest.....	25
S. Remedies Cumulative .....	25

#### **EXHIBITS**

- A. Equal Employment Opportunity
- B. MWBE Subcontract Terms
- C. Drug Policy Compliance Agreement
- D. Certification of No Safety Impact Positions
- E. Drug Policy Compliance Declaration



## **ATTACHMENTS**

- 1. Scope of Services**
- 2. Police MIS Database**
- 3. ANI/ALI Message Format**
- 4. Existing Police CAD Interfaces**
- 5. Racial Profiling Data Collection**
- 6. Workcard Data Collection**
- 7. RESERVED**
- 8. RESERVED**
- 9. Response Levels**
- 10. RESERVED**
- 11. Emergency Alerting System**
- 12. TDH Trauma Reporting**
- 13. Quick Dispatch Requirements**
- 14. Resource Recommendation Procedure**
- 15. Highrise Documentation**
- 16. HAZMAT Documentation**
- 17. Hydrant Documentation**
- 18. RESERVED**
- 19. RMS Issues**
- 20. RESERVED**
- 21. RESERVED**
- 22. RMS EMS Field Layout**
- 23. Existing Keyboard Layouts**
- 24. Disposition Processing**
- 25. Personnel Accountability Review**
- 26. HFD Running Schedule Regeneration Documentation**
- 27. PSI Deliverables and Pricing**
- 28. Payment Schedule**
- 29. Maintenance Agreement**

### **C. Parts Incorporated**

The above described sections, exhibits and attachments are incorporated into this Agreement.

### **D. Order of Precedence**

In the event of a conflict in interpretation between any of the applicable Agreement documents specified below, any such conflict shall be resolved by giving precedence in the following order:

- (1) The Functional Specification Design;
- (2) The Implementation Plan/Acceptance Plan;
- (3) The Exhibits, Attachments or Amendments to this Agreement;
- (4) Attachment 27 to this Agreement; and
- (5) The Sections of this Agreement.



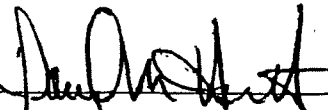
E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):  
WITNESS (if not a corporation):

PRC PUBLIC SECTOR, INC.

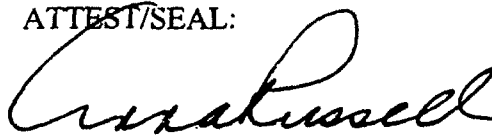
By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: Daniel M. Hiett  
Title: Vice President, Contracts

TAX IDENTIFICATION NUMBER:

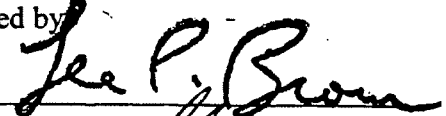

52-0822945

ATTEST/SEAL:

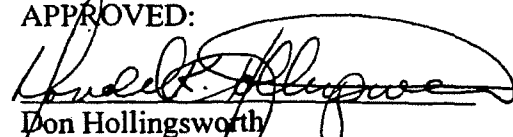
  
City Secretary

CITY OF HOUSTON, TEXAS

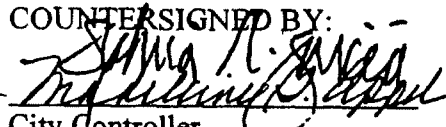
Signed by

  
Mayor  


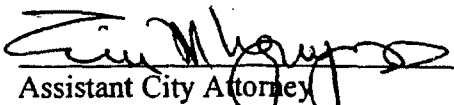
APPROVED:

  
Don Hollingsworth  
Office of the Mayor

COUNTERSIGNED BY:

  
City Controller

APPROVED AS TO FORM:

  
Assistant City Attorney  
L.D. File No. 0620600330001

DATE COUNTERSIGNED:

September 10, 2001



## II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Acceptance Test Plan or Acceptance Testing" is defined in Attachment 27, Section J.

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and PSI.

"Business Hours" means 9 a.m. to 5 p.m., Monday through Friday excluding holidays.

"CAD Upgrade" means all required computer hardware and software to upgrade the Existing CAD system to support Police and Fire dispatching as described in Attachment 1, Scope of Services.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Training Facility" means room 208C at 33 Artesian, Houston, Texas.

"Communications Annex" means the City of Houston Police Department Communications Annex building at 61 Riesner, Houston, Texas.

"Contractor, PSI, or PRC" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Director" means Don Hollingsworth or the person(s) he designates.

"Documents" means notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that PSI prepares or provides under this Agreement.

"Equipment" means the hardware described in Attachment 1.

"Existing CAD" means the existing Houston Police Department CAD management information system deployed on a Compaq 4100 computer and maintained by the Police Department Computer Services Division at 61 Reisner, Houston, Texas.

"Final System Acceptance" means Acceptance of the System by the City upon (i) successful completion of all acceptance testing in accordance with the Acceptance Test Plan for the System (CAD or RMS), (ii) delivery to the City of all related program Documentation, and (iii) written acceptance by the Director.

"Fire" means the City of Houston Fire Department.

"Fire MIS A means the City of Houston Fire Department CAD management information system.

"Fire RMS" means the City of Houston Fire Department records management system.

"Functional Specification Design means the baseline functionality for the product/system.

"Houston Emergency Center means the Police/Fire consolidated dispatch center at 5320 North Shephard, Houston, Texas.

"Implementation Plan" sets forth how and what the PSI is going to install/integrate to complete the technical solution/contracting requirements.

"Installation Sites" means all the facilities in the City of Houston where the Systems are installed.

"LAN" means the local area Ethernet segment serving dispatchers and event entry operators at the Houston Emergency Center.



"Maintenance Agreement" means the agreement between the Parties for preventive maintenance, corrective maintenance and operational support and software support described in Attachment 29 of this Agreement.

"Maintenance Period" means the period commencing on the date of Final System Acceptance of the System (CAD or RMS), and shall continue for a term of one year, with the option to renew annually for an additional four one-year periods by the City.

"NLETS" means the National Law Enforcement Telecommunications Switcher in Phoenix, Arizona.

"Notice to Proceed" means a written communication from the Director to PSI Instructing PSI to begin performance.

"PSI Application Software" means the proprietary computer software, including custom modifications, enhancements and derivative works licensed to the City by the PSI for operating the CAD and RMS/MIS systems provided to the City under this agreement."

"Police" means the City of Houston Police Department.

"Police MDT" means the existing City of Houston Police Department mobile data terminal switcher deployed on a Compaq VAX 4000 and maintained by the Police Communications Management Division.

"Project Manager" means the person designated by PSI in writing to the Director to administer this project.

"Parties" means all the entities set out in the Preamble who are bound by this Agreement.

"Sever Error(s)" is defined in Attachment 27, Section J.

"Systems" means collectively the Equipment and the Software the City is acquiring under this Agreement.

"TLETS" means the Texas Law Enforcement Telecommunications Switcher in Austin, Texas.

"Use" with respect to the proprietary computer programs, source codes and documentation includes, but is not limited to, reinstall, change, run, and modify.

"WAN" means the existing City of Houston Wide Area Network connecting all Police and Fire department sites.

"Work or Project" means the total installation and implementation of all components and subsystems comprising the CAD Upgrade and Fire RMS/MIS systems in accordance with the terms of this Agreement, including but not limited to installation and testing of all computer equipment, network equipment, cabling, software, delivery of required documentation and all other components, materials, and labor necessary to complete the installation and implementation of the CAD Upgrade and Fire RMS/MIS systems. The terms also include anything not specified in this Agreement but consistent therewith and reasonably inferable therefrom as being necessary to produce and complete the specified subsystems as integrated Police/Fire CAD and Fire RMS/MIS systems.



### III. DUTIES OF PSI

#### A. Basic Services

In consideration of the payments specified in this Agreement, PSI shall provide all labor, material, and supervision necessary to provide the following services:

- 1) Defining and delivering, subject to the Director's approval, the Functional Specification Document ("FSD"), Implementation Plan and Acceptance Plan for the Police and Fire Computer Aided Dispatch ("CAD") System and Fire Records Management and Management Information Systems ("RMS/MIS") in accordance with the Scope of Services as described in Attachment 1;
- 2) Procuring and delivering computers and associated equipment;
- 3) Providing technical resources and services to conduct software development and prepare custom programs;
- 4) Providing training and technical services in implementing the CAD and RMS/MIS Systems as defined in the Functional Specification Design ("FSD"); and
- 5) Providing Maintenance Services as described in the Master Maintenance Agreement in Attachment 29.

This contract is structured as a multi-phase contract. The successful completion of the first phase is a condition precedent to the performance of all subsequent phases. The first phase consists of the design, preparation and approval by the City of the FSD, Implementation Plan and Acceptance Plan. The City and PSI acknowledge that the scope of work may change as a result of design discussions during the first phase. If such a change in scope occurs, PSI will provide updated pricing to the City concurrent with the submission of the design document for the subsequent phases. The City may either authorize PSI to proceed or cancel the subsequent phases without penalty. The approved FSD shall supersede all other documents for technical implementation of the work and performance of the Systems.

#### B. Coordinate Performance

PSI shall coordinate its performance with the Director and other persons that the Director designates. PSI shall promptly inform the Director and other designated person(s) of all significant events relating to the performance of this Agreement.

#### C. Time of Performance

PSI shall begin and complete its obligations in accordance with the detailed Project Schedule developed and approved by the Director after the City and PSI begin performance. PSI shall perform its obligations under this Agreement diligently.

#### D. Correspondence Procedures

During the performance of this Agreement, both parties representatives designated in Paragraph E below shall have a maximum of 5 working days to acknowledge the receipt of written correspondence from either party. Following the acknowledgement of the





correspondence if the receiving party believes the contents of such correspondence does not conform to the requirements of this Agreement, or otherwise disagrees with such correspondence, it shall so notify the other party in writing, defining in detail such non-acceptance within 15 days.

Both Parties acknowledge that a delay or failure in responding to or acceptance of items specific to any piece of correspondence may result in a delay in the project implementation schedule but shall not constitute a deemed acceptance or rejection of the items.

E. Contract Representative

Upon execution of this Agreement, PSI shall designate a representative to be its Project Manager who will represent PSI, and the City shall designate a representative who will represent the City under this Agreement. Any changes in the method or nature of work to be performed under this Agreement must be processed by City through PSI's Project Manager.

F. Standard of Performance

PSI shall certify to the City, in writing, when each System (CAD or RMS) hardware and software supplied by PSI hereunder is installed and ready for use. Following a mutually agreed upon period not to exceed 30 days from the date each System is installed and ready for use, each System shall be subject to its own Acceptance Testing in accordance with Attachment 27, Section J, Acceptance Test Plan, and shall be accepted independently of the other System. PSI shall fix any software errors or omissions in the application software in accordance with the FSD prior to completing Acceptance Testing. All other errors, except for Severe error(s), shall be corrected during the Maintenance Period.

G. Additions and Deletions

1. Additional Products and Services

The Director may add additional Deliverables and services by giving written notification to PSI. For purposes of this Section, the "Effective Date" means the date on which PSI receives written notification of the addition(s). As of the Effective Date, each item added is subject to this Agreement, as if it had originally been a part, but the charge for each item starts to accrue only on the Effective Date.

2. Exclusion of Products and Services

If a Deliverable or service that is subject to this Agreement is deleted, lost, stolen, destroyed, damaged, sold, replaced, or otherwise disposed of, the Director may exclude it from the operation of this Agreement by notifying PSI in writing. The notice takes effect immediately on its receipt by PSI. More than one notice may be given. When a notice is received, PSI shall delete the charge for the excluded Deliverable from the sum(s) otherwise due under this Agreement.

The total charges for additions and deletions to this Agreement must never exceed 25% of the original contract amount unless:

- (a) the additions are exempt from the competitive bidding or proposal requirements, set forth in Tex. Local Govt. Code Chapter 252; or

- (b) the City acquires the additions from PSI through a competitive bid or competitive proposal.

#### H. Acceptance

Upon successful completion of Acceptance Testing for each System (CAD or RMS), delivery to the City of all related program Documentation, and written acceptance by the Director, each respective System shall be deemed accepted.

The City may reject a System if at the end of Acceptance Testing (plus any time the City provides to PSI to correct the defects) the System cannot be deemed accepted. If the City rejects a System, it will be returned to PSI at no cost to the City and the City will not pay for the use of the System or any other applicable goods or services under this Agreement. The City reserves all other available rights at law or in equity.

The Director shall notify PSI in writing as to the City's Final System Acceptance or rejection of the System and give the date of Acceptance or rejection.

#### I. License

a. Acknowledgment of Ownership. PSI owns all right, title and interest to the PSI Altaris™ CAD Version 4.0 Altaris™ RMS Version 4.0 software, the FSD, the interface software developed in accordance with the FSD, and all related documentation (the "PSI Software"), including all custom modifications, derivative works and all technical and functional designs relating thereto. None of the services hereunder shall be considered "work for hire" within the meaning of Federal copyright law (17 U.S.C. Section 101 et seq). City shall not disassemble, decompile or reverse engineer the PSI Software and any information obtained in violation of this provision shall be deemed confidential information owned exclusively by PSI.

b. Operating License. Subsequent to Acceptance and payment of all amounts due under this Agreement, City shall be granted a paid-up, perpetual, non-exclusive, not transferable operating license in object code form to install, store, load, run, execute and display (collectively, "Use") the PSI Software on the Equipment located at the City's Dispatch Center in support of City's local area emergency dispatch service. City may make one (1) archival copy for back-up purposes. PSI reserves all rights not expressly granted. This license is for City's internal use on the configuration of Equipment specified in Attachment 27. Use by or for the benefit of any third party or on any other configuration of equipment (including upgrades to Equipment or components thereof, such as upgrading to a higher performance processor) shall require written authorization and payment of additional license fees. This license is for operations Use only and does not authorize City to make any alterations, adaptations, translations or derivative works.

c. Confidentiality - Protection of PSI's Proprietary Interest. The City shall instruct its employees that the software provided hereunder, together with all related materials and information the City obtains from Contractor under this Agreement ("Proprietary Information"), must be held in confidence and may not be made available in any form to a person or entity other than a City employee or contractor and then only to the extent that the disclosure is reasonably necessary for the City's use of the Proprietary Information authorized under this Agreement, without PSI's written consent. The City shall make "best efforts" to protect the confidentiality of the Proprietary Information; however, the City is not liable for the willful or negligent acts of its employees or for any release of information required under Federal or State law. If the City



employs any consultants or contractors who have access to the Proprietary Information it will make reasonable efforts to ensure that the consultants or contractors execute agreements in which they agree to observe the protection agreements in this Section. The City will also make reasonable efforts to ensure that entities who contract for services with the City observe the terms of this Section."

J. **HARDWARE WARRANTY AND REMEDIES**

1. **Warranties**

For a period commencing on the date of delivery and 3 years thereafter, PSI represents and warrants that (i) the Compaq Equipment Corporation equipment provided by it under this Agreement shall perform in accordance with the manufacturer's specification; and (ii) the services performed by it under this Agreement shall be performed in accordance with the ordinary skill and care which would be executed by those who are knowledgeable, trained and experienced in rendering these types of services at the time such services are performed. Preventative maintenance for Compaq Equipment Corporation equipment is included in this warranty. The warranty and maintenance for non-Compaq equipment shall be in accordance with the provisions received from the supplier.

**THESE WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY WHICH MAY ARISE BY REASON OF USAGE OR TRADE OR CUSTOM OR COURSE OF DEALINGS.**

2. **Remedies**

- (a) If, during the equipment warranty period specified in this Section, City (1) discovers that the equipment provided by PSI under this Agreement is not in accordance with the express warranty set forth above, and (2) notifies PSI in writing, of such, then PSI shall, without charge to City and on behalf of City, be responsible for the enforcement of, or will perform without charge, the applicable obligations which the supplier of such equipment may have with respect to repairing or replacing such equipment to the extent necessary to correct such defects.
- (b) If, during the warranty period specified in this Section, City (1) discovers that the services performed by PSI under this Agreement had not been performed in accordance with the express warranty set forth above, and (2) notifies PSI in writing of such faulty services, then PSI shall, without charge to City, re-perform such services to the extent necessary to correct the fault therein.
- (c) Every claim that PSI's goods or services are faulty shall be deemed waived unless such claim is made in writing during the warranty period specified above.
- (d) **THE REMEDIES SET FORTH IN THIS SECTION ARE IN LIEU OF AND EXCLUDE ALL OTHER REMEDIES AVAILABLE TO**



**CITY RELATING TO WARRANTIES FOR PRODUCTS AND  
SERVICES PROVIDED UNDER THIS AGREEMENT.**

**K.     Maintenance**

**1.     Maintenance Agreement**

PSI shall provide Application Software maintenance for the System(s) provided under this Agreement in accordance with the Maintenance Agreement and detailed maintenance pricing for years 1 through 5, attached hereto and incorporated herein as Attachment 29. Maintenance to modified and/or enhanced application software shall be provided to the City at a fixed price for installation, integration and services or at then-current time and materials rates, subject to the Allocated Funds provisions of this Agreement.

**2.     Operational Support Services (OSS)**

The City may request PSI to furnish additional personnel and services to the City on an as-needed basis as defined in the Maintenance Agreement on an individual firm fixed price or Time and Materials efforts, subject to the Allocated Funds provisions of this Agreement.

**L.     Confidentiality - Protection of City's Interest**

PSI, its agents, employees, and subcontractors shall hold all City information, data, and documents (collectively, "the Information") that they receive, or to which they have access, in strictest confidence. PSI, its agents, employees, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. PSI shall obtain written agreements from its agents, employees, and subcontractors which bind them to the terms in this Section.

**M.     Computer Program Source Code**

After Acceptance of each System and the receipt of the final payment for same, source code, unencrypted / machine readable form, will be provided to the City in a read only format. The City may exercise an option defined in PSI's Maintenance Agreement in Attachment 29 for an enhanced source code license. Such source code shall be subject to the license and confidentiality provisions as set forth in Section I above.

**N.     PSI Personnel**

PSI and the City shall mutually agree on personnel to be assigned based on specifications provided by the City in the Scope of Services. The City retains the right to request PSI to remove any personnel from the Project. The City shall provide written request to PSI and state the reason(s) for such request, and if reasonable under the circumstances, PSI shall remove the individual and assign other personnel to the Project in accordance with this Section.



O. Licenses

PSI shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

P. Security and Privacy

PSI agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. City shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

Q. RELEASE AND INDEMNIFICATION,  
PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET  
INFRINGEMENT

PSI AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING PSI, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS PSI FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. PSI SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

PSI SHALL NOT SETTLE ANY CLAIM ON TERMS, WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS PSI FURNISHES DURING THE TERM OF THIS AGREEMENT WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, PSI SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND PSI SHALL REFUND THE PURCHASE PRICE.

R. SUBCONTRACTOR'S INDEMNITY

PSI SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME



EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

**S. INDEMNIFICATION PROCEDURES**

**1. Notice of Claims**

If the City or PSI receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that PSI is prejudiced, suffers loss, or incurs expense because of the delay.

**2. Defense of Claims**

- (a) Assumption of Defense. PSI may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. PSI shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, PSI must advise the City as to whether or not it will defend the claim. If PSI does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) Continued Participation. If PSI elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. PSI may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that PSI does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**T. Payment of Subcontractors**

PSI shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. PSI SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF PSI'S FAILURE TO MAKE THESE PAYMENTS. PSI shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.



#### U. Insurance

PSI shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Worker's Compensation must name the City as an additional insured. All liability policies must be issued by a Company with a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas or a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States. PSI shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance:
  - \$500,000 per occurrence; \$1,000,000 aggregate
- (2) Worker's Compensation including Broad Form All States endorsement:
  - Statutory amount
- (3) Automobile Liability insurance
  - \$1,000,000 combined single limit per occurrence
- (4) Professional Liability
  - \$1,000,000 per occurrence; \$1,000,000 aggregate

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled, materially changed, or nonrenewed. Within the 30 day period, PSI shall provide other suitable policies in lieu of those about to be canceled, materially changed, or nonrenewed so as to maintain in effect the required coverage. If PSI does not comply with this requirement, the Director, at his or her sole discretion, may

(i) immediately suspend PSI from any further performance under this Agreement and begin procedures to terminate for default, or (ii) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to PSI under this Agreement.

#### V. Compliance with Laws

PSI shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

#### W. Compliance with Equal Opportunity Ordinance

PSI shall comply with City's Equal Employment Opportunity Ordinance as set out in Exhibit A.

#### X. MWBE Compliance

PSI shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. PSI



shall make good faith efforts to award subcontracts or supply agreements in at least 15% of the value of this Agreement to MWBEs. PSI acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

PSI shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit B.

Y. Drug Abuse Detection and Deterrence

1. It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by PSIs while on City Premises is prohibited. PSI shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for PSIs, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
2. Before the City signs this Agreement, PSI shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
  - (a) a copy of its drug-free workplace policy,
  - (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit C, together with a written designation of all safety impact positions and,
  - (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit D.If PSI files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit E. PSI shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day PSI begins work under this Agreement.
3. PSI also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to PSI's employee work force.
4. PSI shall require that its subcontractors comply with the Executive Order, and PSI shall secure and maintain the required documents for City inspection.





#### IV. DUTIES OF CITY

##### A. Payment Terms

1. The City shall pay and PSI shall accept the progress payments in accordance with Attachment 28, Payment Schedule, for all equipment provided and services performed by PSI. This is a Fixed Price Agreement. PSI represents that it can provide all services under this Agreement, excluding annual software maintenance and Operational Support Services, for an amount that does not exceed \$10,750,688, unless mutually agreed upon by the Parties.
2. The City shall pay and PSI shall accept fees at the unit prices in accordance with Attachment 29, Maintenance Agreement, for all application software maintenance services performed by PSI, subject to the Allocated Funds provisions of this Agreement.
3. The City shall pay and PSI shall accept fees at the unit prices in accordance with Attachment 29, for all Operational Support Services performed by PSI, subject to the Allocated Funds provisions of this Agreement.

The City shall pay on the basis of invoices submitted by PSI and approved by the Director, showing the services performed and the attendant fee. The City shall pay PSI within 30 days of the receipt and approval of the invoices.

##### B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. PSI's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to PSI if requested.

##### C. Disputed Payments

If the City disputes any items in an invoice PSI submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify PSI of the dispute and request remedial action. After the dispute is settled, PSI shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

##### D. Limit of Appropriation

1. The City's duty to pay money to PSI under this Agreement is limited in its entirety by the provisions of this Section.
2. In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$12,363,291 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not



obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

3. The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to PSI and approved by motion or ordinance of City Council in substantially the following form:

**"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"**

TO: PRC Public Sector, Inc. ("PSI")  
FROM: City of Houston, Texas (the "City")  
DATE: [Date of notice]  
SUBJECT: Supplemental allocation of funds for the purpose of the A[title of this Agreement]" between the City and PSI countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$ \_\_\_\_\_, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Contract, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$ \_\_\_\_\_.

SIGNED:

(Signature of the City Controller)  
City Controller of the City

REQUESTED:  
(Signature of the Director)  
Director

4. The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. PSI must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, PSI's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

E. Changes

1. At any time during the Agreement Term, the Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. PSI shall furnish the services or deliverables in the Change Order in



accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

2. The Director will issue the Change Order in substantially the following form:

**"CHANGE ORDER"**

TO: PSI  
FROM: City of Houston, Texas (the "City")  
DATE: [Date of Notice]  
SUBJECT: Change Order under the Agreement between the City and PSI  
countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that PSI provide the following:

[Here describe the additions to or changes to the equipment  
or services and the Change Order Charges applicable to each.]

Signed:  
[Signature of Director]

3. The Director may issue more than one Change Order, subject to the following limitations:
  - (a) Council expressly authorizes the Director to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 must be approved by the City Council.
  - (b) If a Change Order describes items that PSI is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to PSI.
  - (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
4. Whenever PSI receives a Change Order, PSI shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. PSI shall complete the work within the time prescribed. If no time for completion is prescribed, PSI shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work PSI is required to perform under this Agreement, PSI may request a time extension for the completion of the work. The Director's decision regarding a time extension is final.
5. A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
6. Change Orders are subject to the Allocated Funds provisions of this Agreement.



F. Facilities

During the course of this Agreement, City shall provide PSI personnel with adequate work space and such other related facilities as may be required by PSI to carry out its obligations enumerated herein.

G. Access to Installation Site

PSI may enter and leave the Installation Site at all reasonable times without charge. PSI and its employees may use the common areas and roadways of the premises where the Installation Site is located together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for PSI's personnel. PSI shall repair any damage caused by it or its employees as a result of its use of the common areas.

## V. TERM AND TERMINATION

A. Contract Term

This Agreement shall become effective on the Countersignature Date and (except with respect to the Software Licenses) shall continue through the implementation of City's System(s) and Maintenance Period unless sooner terminated or extended as hereinafter provided. The Software Licenses granted hereunder are perpetual and shall remain in effect until terminated, provided that at all times (before and after the termination of other provisions of this Agreement) City must comply with all terms relating to the Software Licenses, including but not limited to the license and confidentiality provisions as set forth in Section I, above. If City fails to comply with the terms of the Software Licenses as described in Section I, then PSI may terminate the Software Licenses effective immediately upon notice of termination to the City.

B. Termination for Convenience by City

The Director may terminate this Agreement at any time by giving 120 days written notice to PSI. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

On receiving the notice, PSI shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, PSI shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to PSI for services actually performed, but not already paid for, in the same manner as prescribed in Article IV, Section A, unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE PSI'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. PSI WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR



PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

C. Termination for Cause

If PSI defaults under this Agreement, the Director may either terminate this Agreement or allow PSI to cure the default as provided below. The City's right to terminate this Agreement for PSI's default is cumulative of all rights and remedies, which exist now or in the future. Default by PSI occurs if:

- (1) PSI fails to perform any of its duties under this Agreement;
- (2) PSI becomes insolvent;
- (3) all or a substantial part of PSI's assets are assigned for the benefit of its creditors;
- or
- (4) a receiver or trustee is appointed for PSI.

If default occurs, the Director may, but is not obligated to, deliver a written notice to PSI describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows PSI to cure the default and PSI does so to the Director's satisfaction before the termination date, then the termination is ineffective. If PSI does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the Director must notify PSI in writing. After receiving the notice, PSI shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

D. Termination for Cause by PSI

PSI may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and PSI wishes to terminate the Agreement, then PSI must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives the notice. PSI, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then PSI may terminate its performance under this Agreement on the termination date.

## VI. MISCELLANEOUS

A. Independent Contractor

PSI is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of PSI's performance under this Agreement. All personnel PSI uses or provides are its



employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. PSI is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all workers' compensation benefits coverage.

**B. Captions**

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

**C. Non-Waiver**

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of PSI's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

**D. Force Majeure**

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, and other acts of God, explosions, war, terrorists acts, riots, court orders, and the acts of superior governmental or military authority. In the event that, due to the Force Majeure, the affected party fails to meet any of its obligations under this Agreement, such failure shall not constitute a default in performance, and the other party shall grant to the affected party such extensions of time and make other arrangements, additions, or changes as shall be reasonable under the circumstances.
2. This relief is not applicable unless the affected party does the following:
  - (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible; and
  - (b) provides the other party with prompt written notice of the cause and its anticipated effect.

**E. Covenant Against Contingent Fees**

PSI warrants that no selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by PSI for the purpose of securing business. For breach or violation of this warranty, City shall have the right to terminate this Agreement in accordance with the



termination clause, and to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

F. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

G. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

H. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and PSI. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

I. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

J. Limitation of Liability

This Agreement is for the benefit of the contracting parties only and not for any third party. However, except as otherwise provided in Article III, Section U, hereof, City and PSI expressly agree that in no event, shall PSI be liable for contingent, incidental, consequential, or special damages of any nature provided, however, that the foregoing limitations of PSI's liability shall not apply to any liability for bodily injury, including death, resulting from PSI's performance under this contract unless such liability is determined finally by a court of competent jurisdiction.

K. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the



preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

L. Title and Risk of Loss

Title to all equipment provided hereunder shall pass to the City upon payment of all amounts due PSI for such equipment under this Agreement. Risk of loss shall be borne by PSI until delivery of equipment to City site or storage area. City shall pay any personal property taxes, which may be assessed on the equipment after delivery to City's site.

M. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

N. Business Structure and Assignments

PSI shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, PSI shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

PSI shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

O. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. PSI shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining PSI's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

P. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

Q. Survival

PSI shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.





R. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and PSI only.

S. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies, which exist now, or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.



## EXHIBIT A

### EQUAL EMPLOYMENT OPPORTUNITY

1. The Contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The Contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The Contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the Contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The Contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the Contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the Contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The Contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the Contractor and each subcontractor.

**EXHIBIT B**  
**MWBE SUBCONTRACT TERMS**

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled **"THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. \_\_\_\_\_ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. \_\_\_\_\_ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of subcontractor's books and records, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep its books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.
3. Within 5 business days of execution of this subcontract, Contractor (prime Contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given under Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of the agent.
4. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract must, upon the written request of one party served upon the other or upon notice by the Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 - "the Act"). Arbitration must be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within 30 days or the matter may be referred to arbitration.
  - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with the American Arbitration Association on file in the City's Affirmative Action Division Office.
  - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
  - d. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

**EXHIBIT C**  
**DRUG POLICY COMPLIANCE AGREEMENT**

I, Daniel M. Hielt Vice President, Contracts as an owner or officer of  
(Name) (Print/Type) (Title)  
PRC Public Sector, Inc. (Contractor)  
(Name of Company)

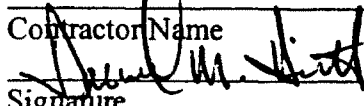
have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

6 September 2001  
Date

Daniel M. Hielt  
Contractor Name  
  
Signature  
Vice President, Contracts  
Title

**EXHIBIT D  
CONTRACTOR'S CERTIFICATION  
OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT**

I, Daniel M. Hiatt, Vice President, Contracts,  
(Name) (Title)

as an owner or officer of PRC Public Sector, Inc. (Contractor)  
(Name of Company)

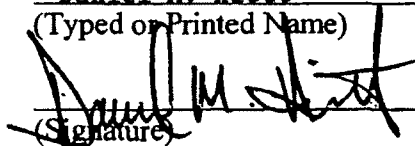
have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in '5.17 of Executive Order No. 1-31, that will be involved in performing.

(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

6 September 2001  
(Date)

Daniel M. Hiatt  
(Typed or Printed Name)

  
(Signature)

Vice President, Contracts

(Title)

**EXHIBIT E**  
**DRUG POLICY COMPLIANCE DECLARATION**

I, \_\_\_\_\_ as an owner or officer of  
(Name) (Print/Type) (Title)  
\_\_\_\_\_  
(Name of Company) (Contractor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from \_\_\_\_\_ to \_\_\_\_\_, 20.

\_\_\_\_\_ Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

\_\_\_\_\_ Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

\_\_\_\_\_ Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

\_\_\_\_\_ Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is \_\_\_\_\_.

\_\_\_\_\_ Initials From \_\_\_\_\_ to \_\_\_\_\_ the following test has occurred  
(Start date) (End date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

\_\_\_\_\_ Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_ Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

## **Attachment 28**

### **Contract Amount and Payment Schedule**

#### **Hardware/Third-Party Software**

90% Upon Delivery	\$ 2,962,333
10% Upon Acceptance of Hardware	\$ 329,148

#### **Third-Party Training & Installation Services**

100% Upon Delivery of Services	\$ 391,456
--------------------------------	------------

#### **Phase 1 - Functional Design**

50% Upon Execution of Contract	\$ 717,902
50% Upon Approval of Phase 1 Documents	\$ 717,902

#### **Phase 2 - Police and Fire CAD**

##### **Phase 2 Base System and Licensing**

80% Upon Start of Phase 2	\$ 2,396,794
20% Upon Final Acceptance of Phase 2	\$ 599,199

##### **Phase 2 Modifications**

70% Upon Delivery	\$ 1,183,098
30% Upon Final Acceptance of Phase 2	\$ 507,042

#### **Phase 3 - Fire RMS**

##### **Phase 3 Base System and Licensing**

80% Upon Start of Phase 3	\$ 352,643
20% Upon Final Acceptance of Phase 3	\$ 88,161

##### **Phase 3 Modifications**

70% Upon Delivery	\$ 353,508
30% Upon Final Acceptance of Phase 3	\$ 151,503

\$ 10,750,688

**ATTACHMENT 29**  
**MAINTENANCE AGREEMENT**

This Agreement is entered into between **PRC Public Sector, Inc.**, a Delaware corporation, with an office at 1500 PRC Drive, McLean, Virginia 22102, hereinafter referred to as "PSI", and the **City of Houston, Texas** hereinafter referred to as "City".

**1. SCOPE OF SERVICES**

Services to be provided by PSI are outlined in Exhibit A of the Maintenance Agreement.

**2. TERM OF AGREEMENT**

The term of this Agreement shall commence upon final acceptance of the system, and shall continue for a term of one year, with the option to renew annually for an additional four one year periods.

**3. TERMINATION**

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year by the City for payments due under this Agreement for the current or any succeeding fiscal year, and the City notifies PSI in writing 120 days in advance of such non-funding, the Agreement shall terminate with no further financial obligation of the City with respect to payment of obligations due after 120 days from the date of such notice.

**4. TERMS AND CONDITIONS**

The term during which PSI shall be obligated to perform shall commence upon final acceptance of the systems by the City, and, unless terminated pursuant to the **MAINTENANCE AGREEMENT** shall continue for a period of one year, with the option to renew annually for an additional four one year periods. PSI and City may, by mutual agreement in writing, renew the term or any renewal thereof, for an additional period of one year up to a maximum of four additional years.

**5. PRICE AND PAYMENT**

The City shall pay the amount due identified in Exhibit A based upon the level of service exercised by the City

The fees identified for the services exercised by the City shall be paid annually in advance. Operational Support Services (OSS), if selected, will be invoiced after the service is performed.



**ATTACHMENT 29  
MAINTENANCE AGREEMENT**

Prices in this Agreement are exclusive of applicable taxes, if any. Taxes are the responsibility of the City and will be added to the invoices.

Payment terms are net thirty (30) days from date of receipt of invoice. PSI reserves the right to charge interest for late payments at the rate of one percent (1.0%) per month.

**6. LICENSE**

With respect to each correction to the Software System furnished to City under this Agreement, City is granted a non-exclusive, non-assignable, non-transferable license to use such correction solely as appropriate as part of the Software System as defined in the "License" Article of the Agreement for the System(s).

**7. LIMITATION OF LIABILITY AND REMEDIES**

**a. Limited Warranty**

PSI MAKES NO WARRANTIES HEREUNDER, EITHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

**b. Limitation of Liability**

IN NO EVENT SHALL PSI BE LIABLE TO THE CITY FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO ANY LIABILITY FOR BODILY INJURY, INCLUDING DEATH, RESULTING DIRECTLY FROM THE ACTIONS OF PSI AND/OR ITS EMPLOYEES, WHEN SAID BODILY INJURY INCLUDING DEATH HAS OCCURRED DURING THE PERIOD PRIOR TO FINAL ACCEPTANCE OF THE SYSTEM.

**8. AMENDMENT OF THIS AGREEMENT**

The City reserves the right to make changes which would include alterations, deviations, additions to or deletions from the scope of work of this Agreement, as may be deemed by the City to be necessary or required for the proper completion of the whole work contemplated.

Any such changes will be set forth in an Amendment/Changes Orders to this Agreement which will specify the change in work to be performed and any increase/decrease in compensation due PSI for such work.

**ATTACHMENT 29  
MAINTENANCE AGREEMENT**

**9. NOTICES**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid, or courier service to the respective parties as follow:

City:

PRC:  
PRC Public Sector, Inc.  
Daniel M. Hiatt  
Vice President - Contracts  
1500 PRC Drive  
McLean, Virginia 22102

**10. INDEPENDENT CONTRACTOR**

PSI is an independent contractor under this Agreement, and not an employee or agent of City. All payments hereunder shall be made to PRC Public Sector, Inc. No deductions shall be made from the payments provided for under Article V above for any reason including taxes, workman's compensation or insurance.

**ATTACHMENT 29**

**MAINTENANCE AGREEMENT**

**EXHIBIT A**

**PRC Public Sector, Inc.**

**Five Year Service Plan**

**Houston Public Safety Upgrade Project**

**Houston Public Safety Project Pricing  
Customer Service Group  
Five Year Service Offering**

**BASIC SOFTWARE SUPPORT SERVICES**

- a. With respect to the Software System, PSI agrees to perform, or cause to be performed, the following maintenance services:
  - 1. PSI will retain a complete copy of the Software System source code.
  - 2. If during the term of this Agreement, (a.) the City discovers defects in the Software System such that same will not perform in accordance with PSI's FSD; (b.) the City notifies PSI of such defects; and, (c.) such defects are reproducible, then PSI shall provide, or cause to be provided, timely corrections of such defects. As applicable and required, **City shall be responsible for installing corrections to individual Altaris workstations.**
  - 3. If problems arise concerning the Software System, PSI will provide a reasonable amount of telephone assistance.
  - 4. If serious problems arise (see 3. *Severity Level*) and the City cannot correct them by following system management procedures previously supplied by PSI, PSI will provide assistance to restore the Software System operations 24 hours a day, 365 days a year without additional charge to the City.
- b. With respect to the Software System, unless the *Preventive Maintenance option* is executed, PSI will not perform, or cause to be performed under the scope of this agreement, duties of database administration. Database administration shall be the responsibility of the City. Should the City request, in writing, PSI's assistance with database administration as it pertains to the PSI Application Systems installed, PSI will endeavor to provide database administration services at PSI's then current Time and Material Rate.

## **Houston Public Safety Project Pricing Customer Service Group Five Year Service Offering**

### **SEVERITY LEVEL**

Problems that prevent the actual execution of a critical function of the Software System specified in Exhibit A shall be defined as "Serious". Serious system problems shall include but is not limited to:

- A system error that causes the operating system to require restarting on the primary and secondary servers at the same time as a result of a failure;
- A system error that causes an incorrect display of information at any of the CallTaker/Dispatcher workstations;
- A system error that causes an application program on a server to crash;
- A system error that causes a fatal operating system error to be display at the system console for both the primary and secondary servers;
- A system error that causes a complete system outage;
- The failure of a major portion of the database engine or message switching system;
- The inability to dispatch an area or areas;
- The loss of unit suggestion or incorrect unit suggestion;
- The loss of geographical validation
- The loss of communications with the MDT switcher, other than such loss due to malfunction occurring outside of the PSI system;
- Individual transaction response times doubling and continuing beyond fifteen (15) minutes, other than such doubling due to the malfunction occurring outside of the PSI system. Nominal transaction response times are defined in 2.3, System Response Load Test;
- Failure of the PSI interface to the Emergency Alerting System, other than such failure due to malfunction occurring outside of the PSI system.
- Any system error that is mutually agreed to by PSI and the City as being a "sever error".

**Houston Public Safety Project Pricing  
Customer Service Group  
Five Year Service Offering**

**RESPONSIBILITIES OF CITY**

The obligations of PSI under this Agreement are conditioned upon:

- a. City assigning a Coordinator to ensure that City's assignments in connection with this Agreement are met, to coordinate appropriate schedules in connection with PSI's services hereunder, and to serve to provide other coordination activities, which are necessary for PSI to perform its services hereunder. As applicable and required, Coordinator shall also be responsible for distributing Software System corrections to the individual Altaris workstations.
- b. City assigning at least two technically capable individuals, as required by PSI to assist PSI in performing its services hereunder. City performing system and file backup procedures as instructed by PSI.
- c. City establishing an on-site dial-up line to enable PSI to remotely access the Software System. City, in accordance with a schedule mutually agreed upon by PSI and City, shall connect the dial-in modem, at City's cost and expense, in order to enable PSI to remotely access the Software System. City shall also compile programs and run appropriate tests following each remote access by PSI
- d. City shall be responsible for controlling security and access to the computer systems. The City shall connect the dial-in modem in a timely manner to allow PSI to perform maintenance activities, and the City shall provide the appropriate usernames and authorization codes to PSI whenever maintenance work is to be done.
- e. City shall not perform any modifications or enhancements to the Software System or allow any person or entity not specifically authorized by PSI to perform any modifications or enhancements to the Software System.
- f. It is the City's sole responsibility for ensuring System Management Procedures are performed.

# **Houston Public Safety Project Pricing Customer Service Group Five Year Service Offering**

## **Preventive On-site Maintenance (PM) through Access Data Supply**

### **Description Summary:**

The Preventive Maintenance program has three major objectives:

1. To institute and maintain a routine system health check program that analyzes and anticipates the future condition of the system and provide the City of Houston with pro-active recommendations regarding identifiable areas of risk to operations.
2. To supply sufficient dedicated System Administration and Oracle Database Administration services such that the system remains stable and the City would not be required to provide this support from within.
3. To provide the above services primarily on-site with three (3) FTEs to facilitate availability to the City for on-site trouble shooting. This service will be provided during normal business hours (Monday through Friday 8am – 5pm), and extends to after hours and weekend support in support of the resolution of “Serious” system performance issues as defined under Severity Level.

Specific service offering includes:

1. As part of the Maintenance and Technical Support Program, PSI shall furnish professional dedicated technical personnel to provide Preventive Maintenance Support Services on site at the City’s Communications or as needed at the Remote Sites located at the Backup Communications Facility.
2. PSI shall furnish reports and analyses for CAD System performance and verifiable system performance measurements, together with statistical data, charts and graphs as reasonably requested by the City. Such reports shall be furnished no less frequently than monthly. Such reports and measurements shall be in a format agreed to by the City and PSI.
3. PSI shall also provide problem identification and resolution support and information to City personnel, Subcontractors, and third party vendors regarding problem identification and resolution.

**Houston Public Safety Project Pricing  
Customer Service Group  
Five Year Service Offering**

4. PSI will:

- (i) Provide for data integrity, file management, system configuration management, and revisions to site-specific documentation as required.
- (ii) Perform file management and the City may request system configuration and software audits as part of their normal business practices in providing proactive preventive maintenance.
- (iii) Identify, evaluate, and report system-warning messages, and provide the City with explanation and recommendation for their correction.
- (iv) Evaluate the impact of proposed Equipment and Software upgrades, modifications, and changes to system processes as requested by the City.
- (v) Assist and advise the City and its third party hardware and software vendors during critical Equipment and Software upgrades, repair services, and/or proposed new applications.
- (vi) **System Administration Assistance:**

PSI will proactively inspect and resolve any system anomalies including:

- **Monitor Operating System Information and Diagnostic Logs** - Analyze the information & diagnostic operating system logs and its relevant sub-system(s) to proactively resolve potential problems before they become critical. Insure the Operating System and its dependent layered products are performing and operating at maximum potential to support the Altaris environment.
- **Cluster Management Monitoring (if applicable)** - Monitor the Cluster operation and adjust any parameter(s) and/or restore or re-build cluster dependent configuration files that could be destroyed in case of a malfunctioning or catastrophic disk failure.



## **Houston Public Safety Project Pricing Customer Service Group Five Year Service Offering**

- **Monitor Space Utilization-** Monitor the free space and insure the system and/or dependent sub-systems are operating with proper free space.
- **Monitor Backup Procedures-** Insure the proper operating system environment and its associated sub-systems are "safe stored" on backup media in case of a disk or systems failure.
- **Peripheral Re-configuration-** Provide assistance where peripheral device(s) have failed and have to be re-placed by the hardware vendor and possibly re-configured in case of a related failure, like i.e., terminal servers, remote network printers, and other associated devices that are operating system server related. PSI would provide the assistance and/or perform the necessary re-configuration of the devices for the successful operation in the Altaris environment.

Install, semi-annually, Operating System critical patches that are applicable, compatible and mandatory for the safe and reliable operation of Altaris CAD and/or RMS systems and its clustered environment if applicable.

### **(vii) Database Administration:**

The database is the single most critical element of the system. PSTs DBA services provide daily dial-in support and system tuning. Constant monitoring and tuning is vital to minimizing downtime and data loss.

Included is the daily monitoring the database space, the Alert Log, backup procedures, table spaces and ensuring maximum efficiency in space utilization and minimal space fragmentation. Monthly, an export of the database is performed to detect any corruption

# **Houston Public Safety Project Pricing Customer Service Group Five Year Service Offering**

## **Corrective maintenance (CM) Software Plus option**

### **Description Summary:**

The activities carried out under Corrective Maintenance can be described, as those tasks required returning the system to nominal operational status. This coverage is for Police and Fire Computer Aided Dispatch, Message Switch, Fire RMS and Altarisview mapping. These are provided on an as-needed basis. 7 X 24 X 365 through the use of a PSI Help Desk and on-site personnel not to exceed seven (7) Full time equivalents FTE.

Specific types of services include:

1. The Corrective Maintenance and Technical Support Program shall include warranty maintenance on all Equipment and Software within subsequent Task Orders at no additional charge to the City for a period of one-year following Final Acceptance of such Equipment and Software.
2. The Maintenance and Technical Support Program shall be structured to provide on-call help desk support 24 hours a day, seven days a week including **all holidays**. Maximum response time by telephone shall be one hour for all Maintenance Reports. Maximum response time by remote modem access or by on-site visit shall be two hours for Maintenance Reports deemed "critical" by the City. Non-critical Maintenance Reports will be responded to within the next Business Day in the order agreed by the parties. Services included are:
  - a. Litton/PSI will provide professional dedicated on-site Technician staff for assignment to the City's Network Management Center.
  - b. Each Technician will report to and be supervised by their assigned work shift City appointed shift supervisor or in the absence of said supervisor by the City's designee.
  - b. Each Technician will be responsible for executing computer operations tasks and Help Desk assignments as documented in the Litton/PSI Altaris Computer Operation's manual.
  - c. Technicians will adhere to and follow all City work assignment rules and regulations, and will refrain from use of City resources for personal use unless authorized by the City supervisor.
  - d. The City may request Litton/PSI Special Operations support and services during time of emergency.

**Houston Public Safety Project Pricing  
Customer Service Group  
Five Year Service Offering**

- e. Support services and assistance to City staff and the City vendors regarding problem identification and resolution.
- h. **Workstation Assistance:**

Included in the Software Plus Option is a diagnostic trouble shooting calls for the Altaris workstations. The Workstation Assist plan is designed to compliment the City's site personnel in case of an Altaris workstation/printer failure. PSI will assist, diagnose the difficulty and if necessary, reload and reconfigure the Altaris client software and its personality attributes and any Altaris layered products.

- **Workstation/Printer Troubleshooting in an Altaris environment** - Provide for diagnostic troubleshooting for the Altaris workstation/printers and/or it(s) dependent components. This would include the trouble shooting of network printer(s) and devices, etc.
- **Workstation/Printer Setup/Re-configuration in an Altaris environment** - PSI will assist and/or re-configure the associated Altaris workstations or associated printer(s) in case of failure.
- **Workstation Software Updates** - Software updates are made to the Altaris workstation software from time to time as software anomalies are patched. PSI will provide Altaris software updates and assistance when official released versions are made available to fix software anomalies.
- **Workstation/Printer Advice** - As technological advances are made in workstation hardware/software, PSI understands the dynamic needs of client workstations, co-existing with other third party applications, etc. PSI will provide advice and provide for recommendations as software and/or hardware requirements change involving workstation/printer(s), etc., workstation local area network cards, multiple monitor support cards, printers, and other software compatibility issues that may arise including vendor operating system and layered product patches, etc., that involve the Altaris workstation/printer environment.
- **Annual Performance Review** - Provide for a review of the workstation/printer and its associated software performance and other related issues. PSI would provide a report detailing any associated changes and modifications that may help in improving the workstation performance, etc.

**Houston Public Safety Project Pricing  
Customer Service Group  
Five Year Service Offering**

i. **Mobile Data Computer/Terminal Assistance:**

Included in the Software Plus Option is a ten pack of diagnostic trouble shooting calls for the Mobile Data Computer/Terminals(s). Mobile Data Computer/Terminal Assistance is designed to compliment the City's site personnel in case of a mobile data computer/Terminal related failure. PSI will assist, diagnose the difficulty and if necessary, reload and re-configure the Mobile Data software and its personality attributes, if applicable.

j. **Network Support:**

As part of the Agreement, PSI would provide network troubleshooting at no additional cost instead of PSI's prevailing Time and Materials Rate, currently \$285/hour.

3. PSI must remedy any defect in any Software or in any integration or interface between the Software and the Equipment. PSI shall supply, at no additional cost, perform or cause to be performed, all labor necessary to ensure proper function of the CAD System Software.
4. If, in performance of the normal maintenance update program, PSI determines that System performance will not be adversely affected, PSI shall provide one copy of any updated release of Proprietary Software and Commercial Software, or part thereof, without charge which the City may copy in the appropriate quality and substitute in a prior release. In addition PSI must provide published bulletins describing new releases, maintenance releases, temporary problem resolution and circumvention's, support level change and other information with respect to all Software except for PSI's then-applicable mailing and media charges.

**Operational Support Services (OSS)**

The OSS program allows PSI to furnish personnel and services to the City on an as-needed basis. These are typically individual firm fixed price or Time and Materials efforts. This service is also available for a fixed rate (or cost plus mark up) pass through of materials and services of other goods and services. This allocation provides a funding mechanism for the City under the umbrella of the Maintenance Agreement for upgrades, enhancements or other special initiatives. The City must authorize the use of any or all funds under individual previously agreed to "Task Orders".

**Houston Public Safety Project Pricing  
Customer Service Group  
Five Year Service Offering**

Examples include:

1. PSI enhancements
2. Purchase of third party goods and services under this contract.

**Enhanced License Option**

If selected by the City this option provides the right to the source code for the Altaris suite of Products for each year this option is purchased up to five additional years or \$500,000. This option provides spreading the additional cost of "Right to Source Code" over a 5-year period. If not selected the Terms and Conditions of the existing licensing agreement prevails.

# **Houston Public Safety Project Annual Maintenance Pricing Summary**

## **Year 1**

PRC Basic Software Maintenance	\$ 137,900	*
Preventative Maintenance Option	\$ 664,000	*
Corrective Software Plus Maintenance Option	\$1,290,000	
Operational Support Services Option	\$ 500,000	*
Enhanced License Option	\$ 100,000	

## **Year 2**

PRC Basic Software Maintenance	\$ 144,795	*
Preventative Maintenance Option	\$ 697,200	*
Corrective Software Plus Maintenance Option	\$1,354,500	
Operational Support Services Option	\$ 500,000	*
Enhanced License Option	\$ 100,000	

## **Year 3**

PRC Basic Software Maintenance	\$ 152,035	*
Preventative Maintenance Option	\$ 732,060	*
Corrective Software Plus Maintenance Option	\$1,422,225	
Operational Support Services Option	\$ 500,000	*
Enhanced License Option	\$ 100,000	

## **Year 4**

PRC Basic Software Maintenance	\$ 159,636	*
Preventative Maintenance Option	\$ 768,663	*
Corrective Software Plus Maintenance Option	\$1,493,336	
Operational Support Services Option	\$ 500,000	*
Enhance License Option	\$ 100,000	

## **Year 5**

PRC Basic Software Maintenance	\$ 167,618	*
Preventative Maintenance Option	\$ 807,096	*
Corrective Software Plus Maintenance Option	\$1,568,003	
Operational Support Services Option	\$ 500,000	*
Enhance License Option	\$ 100,000	

\* Denotes maintenance and service options selected by the City.

**Houston Public Safety Project  
Annual Maintenance Pricing Breakdowns  
Year 1 through Year 5**

**Year 1:**

**PRC Basic Software  
Maintenance:**

Police & Fire CAD:	\$62,900
Altaris Fire RMS:	\$45,000
AltarisView Mapping:	\$15,000
Message Switch:	\$15,000

**Total Due Period No. 1:** **\$137,900**

**PRC Preventive Maintenance option:**

3 FTE On-site Programmers  
DBA  
System Management  
Programmer

**Total Due Period No. 1:** **\$664,000**

**PRC Corrective Software Plus Maintenance option:**

PRC Basic Software Maintenance fee: **\$137,900**

7 FTE On-site Help desk technicians	\$1,064,000
Level 1 problems calls	
Install/Configure Bugfixes to Workstations	
Semi-annual installation of O/S Patches	
Semi-Annual Site Review & Reports	\$40,000
Third Party HW & SW contingency	\$25,000
Workstation/Printer Trouble Calls	\$13,100
MDT/Terminal Trouble Calls	\$10,000

**Total Due Period No. 1:** **\$1,290,000**

**Houston Public Safety Project  
Annual Maintenance Pricing Breakdowns  
Year 1 through Year 5**

**Year 2:**

**PRC Basic Software  
Maintenance:**

Police & Fire CAD:	\$66,045
Altaris Fire RMS:	\$47,250
AltarisVIEW Mapping:	\$15,750
Message Switch:	\$15,750

**Total Due Period No. 2:** **\$144,795**

**PRC Preventive Maintenance option:**

3 FTE On-site Programmers  
DBA  
System Management  
Programmer

**Total Due Period No. 2:** **\$697,200**

**PRC Corrective Software Plus Maintenance option:**

PRC Basic Software Maintenance fee: **\$144,795**

7 FTE On-site Help desk technicians	\$1,117,200
Level 1 problems calls	
Install/Configure Bugfixes to Workstations	
Semi-annual installation of O/S Patches	
Semi-Annual Site Review & Reports	\$42,000
Third Party HW & SW contingency	\$26,250
Workstation/Printer Trouble Calls	\$13,755
MDT/Terminal Trouble Calls	\$10,500

**Total Due Period No. 2:** **\$1,354,500**



**Houston Public Safety Project  
Annual Maintenance Pricing Breakdowns  
Year 1 through Year 5**

**Year 3**

**PRC Basic Software Maintenance:**

Police & Fire CAD:	\$69,347
Altaris Fire RMS:	\$49,613
AltarisVIEW Mapping:	\$16,538
Message Switch:	\$16,538

**Total Due Period No. 3:** **\$152,035**

**PRC Preventive Maintenance option:**

3 FTE On-site Programmers  
DBA  
System  
Management  
Programmer

**Total Due Period No. 3:** **\$732,060**

**PRC Corrective Software Plus Maintenance option:**

PRC Basic Software \$163,060  
Maintenance fee:

7 FTE On-site Help desk technicians	\$1,173,060
Level 1 problems calls	
Install/Configure Bugfixes to Workstations	
Semi-annual installation of O/S Patches	
Semi-Annual Site Review & Reports	\$44,100
Third Party HW & SW contingency	\$27,563
Workstation/Printer Trouble Calls	\$14,443
MDT/Terminal Trouble Calls	\$11,025

**Total Due Period No. 3:** **\$1,422,225**

**Houston Public Safety Project  
Annual Maintenance Pricing Breakdowns  
Year 1 through Year 5**

**Year 4**

**PRC Basic Software Maintenance:**

Police & Fire CAD:	\$72,815
Altaris Fire RMS:	\$52,093
AltarisVIEW Mapping:	\$17,364
Message Switch:	\$17,364

**Total Due Period No. 4:** **\$159,636**

**PRC Preventive Maintenance option:**

3 FTE On-site Programmers  
DBA  
System Management  
Programmer

**Total Due Period No. 4:** **\$768,663**

**PRC Corrective Software Plus Maintenance option:**

PRC Basic Software Maintenance fee:	\$171,213
7 FTE On-site Help desk technicians	\$1,231,713
Level 1 problems calls	
Install/Configure Bugfixes to Workstations	
Semi-annual installation of O/S Patches	
Semi-Annual Site Review & Reports	\$46,305
Third Party HW & SW contingency	\$28,941
Workstation/Printer Trouble Calls	\$15,165
MDT/Terminal Trouble Calls	\$11,576

**Total Due Period No. 4:** **\$1,493,336**

**Houston Public Safety Project  
Annual Maintenance Pricing Breakdowns  
Year 1 through Year 5**

**Year 5**

**PRC Basic Software Maintenance:**

Police & Fire CAD:	\$76,455
Altaris Fire RMS:	\$54,698
AltarisVIEW Mapping:	\$18,233
Message Switch:	\$18,233

**Total Due Period No. 5:** **\$167,618**

**PRC Preventive Maintenance option:**

3 FTE On-site Programmers  
DBA  
System Management  
Programmer

**Total Due Period No. 5:** **\$807,096**

**PRC Corrective Software Plus Maintenance option:**

PRC Basic Software Maintenance fee:	\$179,773
7 FTE On-site Help desk technicians	\$1,293,299
Level 1 problems calls	\$0
Install/Configure Bugfixes to Workstations	\$0
Semi-annual installation of O/S Patches	\$0
Semi-Annual Site Review & Reports	\$48,620
Third Party HW & SW contingency	\$30,388
Workstation/Printer Trouble Calls	\$15,923
MDT/Terminal Trouble Calls	\$12,155

**Total Due Period No. 5:** **\$1,568,003**